

APR 03 '00 14:57 FR ALLEN MATKINS-OC

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NO.678 P.2/17

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817
Attention: Mr. David Buchanan
Vice President, Assistant Controller

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
3:01 PM SEP 09 1997

California Environmental Protection Agency
Department of Toxic Substances Control
1071 N. Grandview Avenue
Glendale, California, 91201
Attention: Jose Kou

D.A. FEE Code 20 \$ 2

FEE \$ 52 W 16

(Space Above For Recorder's Use)

COVENANT TO RESTRICT USE OF PROPERTY**ENVIRONMENTAL RESTRICTION**

This Covenant and Agreement ("Covenant") has an effective date of September 3, 1997, by and between Lockheed Martin Corporation, a Maryland Corporation, (Lockheed Martin) and its successors and assigns (the "Covenantor"), the current owner of the subject property to be restricted herein, and the California Environmental Protection Agency, Department of Toxic Substances Control (the "Department"), the government agency with statutory oversight responsibility with respect to hazardous substances response actions at the subject property. The Covenantor and the Department may be collectively referred to herein as the "Parties." This Covenant is made with reference to the following facts:

A. The term "Restricted Property" as used herein means that certain real property comprising approximately 67.4 acres located at 19200 Western Avenue in the City of Los Angeles, County of Los Angeles, State of California, Los Angeles County Assessor's Parcel Number 7351-003-013 more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Covenantor's predecessor-in-interest operated a hazardous waste management facility on the Property from November 1980 through August 1992 regulated under "Interim Status" by the Department under California Health & Safety Code 5 25200.

C. Findings of Fact: The International Light Metals site is a former aluminum extrusion and forging facility which began operations in late 1943. The facility's operations expanded in the 1950's to include titanium and brass extrusion and forging as well. The facility ceased operations in 1992. The facility stored hazardous waste under the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Section 6901, et seq.) interim status, and thus was

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by the HRA. The entire Restricted Property, with the exception of the location set forth in Exhibit B where there is arsenic above established clean up levels, now meets the clean closure standards as established by the HRA. The Department has determined that this occurrence of arsenic will not pose a threat to human health and the environment as the location (40 feet below ground surface) is too deep for human or ecological exposure to occur.

D. As of 1995, land within a two (2) mile radius of the Restricted Property supports a mixture of Commercial and industrial buildings as well as residential dwellings. The nearest sensitive population to the Restricted Property are residential areas located on 186th Street north of the Restricted Property and on 204th Street south of the Restricted Property. The nearest educational facility to the Restricted Property is the 186th Street Elementary School located at 1581 W. 186th Street, Gardena, California 90248.

E. All or a portion of the Restricted Property contains hazardous wastes ("Hazardous Wastes") and hazardous materials as defined in Health & Safety Code § 25260 which include or may include one or more of the following contaminants of concern (as reported in the RFI Report Volumes I-IV dated February 26, 1996 as prepared by Geraghty & Miller, Document No. CA 0217.001-014): See Exhibit "B" attached hereto and incorporated herein by this reference.

F. Covenantor, in compliance with applicable law, and under the supervision and authority of the Department, has completed soil remediation and is undertaking a groundwater investigation at the Restricted Property under an administrative agreement on Consent ("Consent Agreement") (Docket HWCA: 94-T0672) pursuant to Health & Safety Code § 65187.

G. Pursuant to California Civil Code 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety of the environment as a result of the presence on the land of hazardous materials as defined in Health & Safety Code § 25260.

ARTICLE I PARAMETERS OF COVENANT

1.01 Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Restricted Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every of the Restrictions: (a) are imposed, and shall run with the land pursuant to Health & Safety Code §§ 25202.5, and 25202.6 and Civil Code § 1471; (b) shall inure to the benefit of and pass with each and every portion of the Restricted Property, (c) shall apply to and bind the respective successors in interest to the Restricted Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Restricted Property unless expressly stated as applicable only to a specific portion thereof.

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1.02 Consent of Owners/Occupants. Pursuant to Health and Safety Code § 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to California Civil Code section 1471(b), all successive owners of the land are expressly bound hereby for the benefit of the covenantee(s) herein. Each and every owner ("Owner" shall mean the Covenantor or its successors in interest, including heirs and assigns, who hold title to all or any portion of the Restricted Property) and occupants ("Occupants" shall mean lessees or other possessors of any portion of the Restricted Property shall be deemed to be in accord with this Covenant and shall further be deemed to unconditionally agree, for and among themselves, their heirs, successors, and assignees (and for any agents thereof), to the Restrictions as herein established (such that their interest(s) and/or possessory rights in the Restricted Property are taken subject to such Restrictions). Pursuant to California Civil Code § 1471(b), all successive owners of the land are expressly bound hereby for the benefit of the Covenanters herein.

ARTICLE II **RESTRICTIONS**

2.01 Incorporation into Deeds and Leases. Owner agrees that the Restrictions set forth herein shall be incorporated by reference in each and all deeds, and leases to Occupants, for any portion of the Restricted Property.

2.02 Restrictions on Use. Owner agrees to restrict the use of the Restricted Property in accordance with the restrictions set forth herein in order to protect the present and future public health and safety from potential harm to persons which may result from hazardous wastes and materials which exist on the Restricted Property. The Restrictions provided herein shall apply only to the Restricted Property. Covenantor agrees not to use the Restricted Property for any of the following purposes:

(a) A residence, including any mobile home or factory built housing, constructed or installed for use as permanently-occupied residential human habitation.

(b) A care hospital for humans.

(c) A school for persons under 18 years of age.

(d) A day care center for children.

(e) If there is any activity located in a radius of 10 feet from boring RB-236 (as shown on Exhibit "B") which will require disturbance of the graded soil below the depth of ten (10) feet, owner shall conduct confirmation sampling in this area to establish that the level of trichloroethylene in soil is below the Health Based Goals of 370 mg/kg. Owner shall notify the Department prior to such sampling and provide the sampling results to the Department. No additional disturbance shall occur if the trichloroethylene levels exceed 370 mg/kg unless soil remediation is undertaken and approved by the Department.

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Additionally, Owner agrees to allow installation of groundwater monitoring and remediation equipment (e.g., wells) on the land for remediation of groundwater if required. The location of the groundwater monitoring and remediation equipment shall not unreasonably interfere with the use, development and occupancy of the Restricted Property.

2.03 Notice in Agreements Covenantor agrees that the Owner shall furnish in writing to Occupants and/or to the Owner's successor in interest to any part of the Restricted Property, as either part of another written agreement (e.g., a lease), or as a stand alone instrument, the following statement:

"All or a portion of the land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 of Division 20 of the California Health and Safety Code. This statement is not a declaration that a hazard exists and does not address the liability of any party."

2.04 Conveyance of Restricted Property Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days prior to any conveyance of any ownership interest in the Restricted Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or by reason of this Covenant.

ARTICLE III ENFORCEMENT

3.01 Enforcement Failure of the Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Restricted Property) constructed in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Owner as provided by law.

ARTICLE IV VARIANCE, TERMINATION, AND TERM

4.01 Variance Owner, and/or, with the Owner's written consent, any Occupant of the Restricted Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health & Safety Code § 25233.

4.02 Termination Owner, and/or, with the Owner's written consent, any Occupant of the Restricted Property or any portion thereof may apply to the Department for a

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termination of the Restrictions or other term of this Covenant as they apply to all or any portion of the Restricted Property. Such application shall be made in accordance with Health & Safety Code § 25234.

4.03 Term. Unless ended in accordance with the "termination" paragraph above, by law, or by other valid method, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Site, Restricted Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. In addition, nothing in this Covenant shall be deemed to constitute a covenant, encumbrance, or restriction on the use of any property other than the Restricted Property.

5.02 Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the Parties and are not a part of the Covenant.

5.03 Code References. All references to Code sections include successor provisions, if any.

5.04 Department References. All references to the Department include successor agencies/departments or other successor entity.

5.05 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

5.06 Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid certified, return receipt requested:

To Covenantor: Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, MD 20817
Attention: David Buchanan

To Department: Department of Toxic Substances Control
Facility Permitting Branch
Southern California Region
1011 N. Grandview Avenue
Glendale, California 91201
Attention: Jose Kou

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LOCKHEED MARTIN WCO

LMC PROPERTIES

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Any party may change its address or the individual to whose attention a notice is to be sent by giving such written notice in compliance with the provisions of this section.

5.07 Partial Invalidity. If any portion of the Restrictions or other terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

IN WITNESS WHEREOF, the Parties execute this Covenant.

"COVENANTOR"

Lockheed Martin Corporation

Date: September 2, 1997

By: David Buchanan
David Buchanan
Vice President, Assistant Controller

"DEPARTMENT"

CALIFORNIA ENVIRONMENTAL
PROTECTION AGENCY, DEPARTMENT OF
TOXIC SUBSTANCES CONTROL

Date: August 25, 1997

By: [Signature]
Chief of Facility Permitting Branch
Southern California Region

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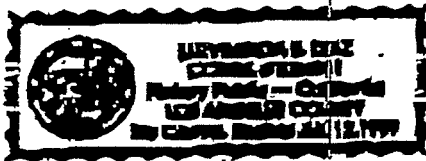
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STATE OF MISSISSIPPICOUNTY OF CLAY ss.

On 1/2/97, before me, [Signature], a Notary Public in and for said state, personally appeared JOSE L. L. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

STATE OF MARYLANDCOUNTY OF MONTGOMERY ss.

On 9/2/97, before me, MARY A. SIMONSON, a Notary Public in and for said state, personally appeared DAVID BUCHANAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary A. Simonson, Notary Public
Montgomery County
State of Maryland
My Commission Expires Jan. 30, 2000

[Signature]
Notary Public in and for said State

STATE OF _____

COUNTY OF _____ ss.

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized

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DESCRIPTION OF THE LAND

The land referred to in this description is in the State of California, County of Los Angeles, and is described as follows:

Parcel B, as shown on Parcel Map-Los Angeles No. 2894, in the City of Los Angeles, as per Map filed in Book 56 Page 51 of Parcel Maps, in the Office of the County Recorder of said County.

97 1392750**EXHIBIT "A"**

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EXHIBIT B**RESIDUAL CONCENTRATIONS OF CONSTITUENTS AT DEPTHS LESS THAN 10 FEET IN SOIL**

A Baseline Risk Assessment (BRA) was performed in 1996 to evaluate potential threat posed by constituents of concern (COC) in soil at the ILM property to human health and the environment. Based upon the results of the BRA, Interim Measures (IM) were performed to remediate soil in specific locations across the property. Soil data collected during RCRA Facility Investigation (RFI) and IM activities indicate that remaining soil down to 10 feet below ground surface does not contain concentrations of COCs greater than site-specific health-based goals (HBGs). The site-specific HBGs were developed to be protective of specific receptors under specific exposure conditions and; therefore, are protective of anticipated future land uses of the ILM property. The following table provides the ranges of residual concentrations in soil at depths of less than 10 feet at the ILM site.

Table B.1. Constituents and Ranges of Residual Concentrations in Soil Less Than 10 Feet, ILM Facility, Torrance, California.

Constituent	Soil Concentration Range (mg/kg)	
	ND	10
VOCs		
1,1,1-TCA	ND	38
1,1-DCA	ND	2.7
1,2-DCE	ND	2.1
Benzene	ND	ND
Ethylbenzene	ND	3.1
PCB	ND	55
TCE	ND	95
Toluene	ND	0.42
Vinyl Chloride	ND	0.032
Xylenes	ND	36
Aroclor 1254	ND	3.6
Aroclor 1260	ND	0.34
PAHs		
Chrysene	ND	ND
Inorganics		
Antimony	ND	33
Arsenic	ND	168
Barium	ND	3.4
Beryllium	ND	40
Calcium	ND	304
Chromium III	ND	18
Cobalt	ND	1138
Copper	ND	334
Lead	ND	1768
Manganese	ND	182
Nickel	ND	10

mg/kg milligrams per kilogram
 DCA Dichloroethane
 DCE Dichloroethylene
 TCA Trichloroethylene
 TCE Trichloroethene
 PCB Polychlorinated biphenyls
 PAHs polycyclic aromatic hydrocarbons
 mg/mg milligrams per kilogram = parts per million

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B-2

RESIDUAL CONCENTRATIONS OF TOTAL PETROLEUM HYDROCARBONS

In each area where TPH was detected in soil during the RFI, many soil samples also were analyzed for the individual constituents that are known to be components of TPH, such as volatile organic compounds (VOCs) and semivolatile organic compounds (SVOCs). The VOCs and SVOCs for which samples were analyzed included the more volatile, mobile, and toxic constituents of TPH (e.g., benzene). Site-specific HBGs were developed for specific VOCs and SVOCs and soil above 10 feet bgs was remediated to concentrations below these HBGs. Therefore, as described in the BSLA report, results of sampling data show the remaining TPH in soil down to 10 feet bgs is representative of weathered material consisting of heavier-long-chain constituents that are not as toxic as shorter-chain hydrocarbons and that are not present at concentrations greater than HBGs. Remaining TPH in soil is not likely to migrate and is not expected to pose a significant human health risk under anticipated exposure conditions.

Table B-2. TPH Detected in Soil Between 0 and 10 ft bgs at the ILM Facility, Torrance, California.

Analyte	Concentration Range		
	(in mg/kg)		
TPH (Crude Oil)	ND	to	67,000
TPH (Crude/Waste Oil)	ND	to	7,500
TPH (Diesel)	ND	to	7,100
TPH (Kerosene)	ND	to	35,000
TPH (Motor Oil)	ND	to	41,000
TPH (Stoddard Solvent)	ND	to	900
TPH (Z-Oil)	ND	to	52,000

ft bgs Feet below ground surface

TPH Total petroleum hydrocarbons

mg/kg Milligrams per kilogram

Note: Milligrams per kilogram = parts per million

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B-3

RESIDUAL CONCENTRATIONS OF CONSTITUENTS IN SOIL AT OR BELOW 10 FT BGS

The following table provides information on residual concentrations of constituents in excess of HBGs found in soil at depths greater than 10 feet. The locations of these areas are depicted in Figure B-1. Boring RB-236 and its location relative to the property boundary is shown in Figure B-2. Figure B-3 shows Boring RB-236 and survey points 10 feet radial from RB-236. It should also be noted that the TCE concentrations in this location were determined prior to the implementation of ILM, and that TCE concentrations are likely to be much lower now as a result of the vapor extraction program there.

Table B-3. Residual Concentrations of Constituents in Soil at or Below 10 ft bgs, ILM Facility, Torrance, California.

Compound	Depth (in ft bgs)	Concentration (in mg/kg)	Location	Health-Based Goals (in mg/kg)
Arsenic	40	23	Sample RB-267; NMD-34 (Area OP-11)	14
TCE	10	680	Sample RB-236 (Area VE-6)	370

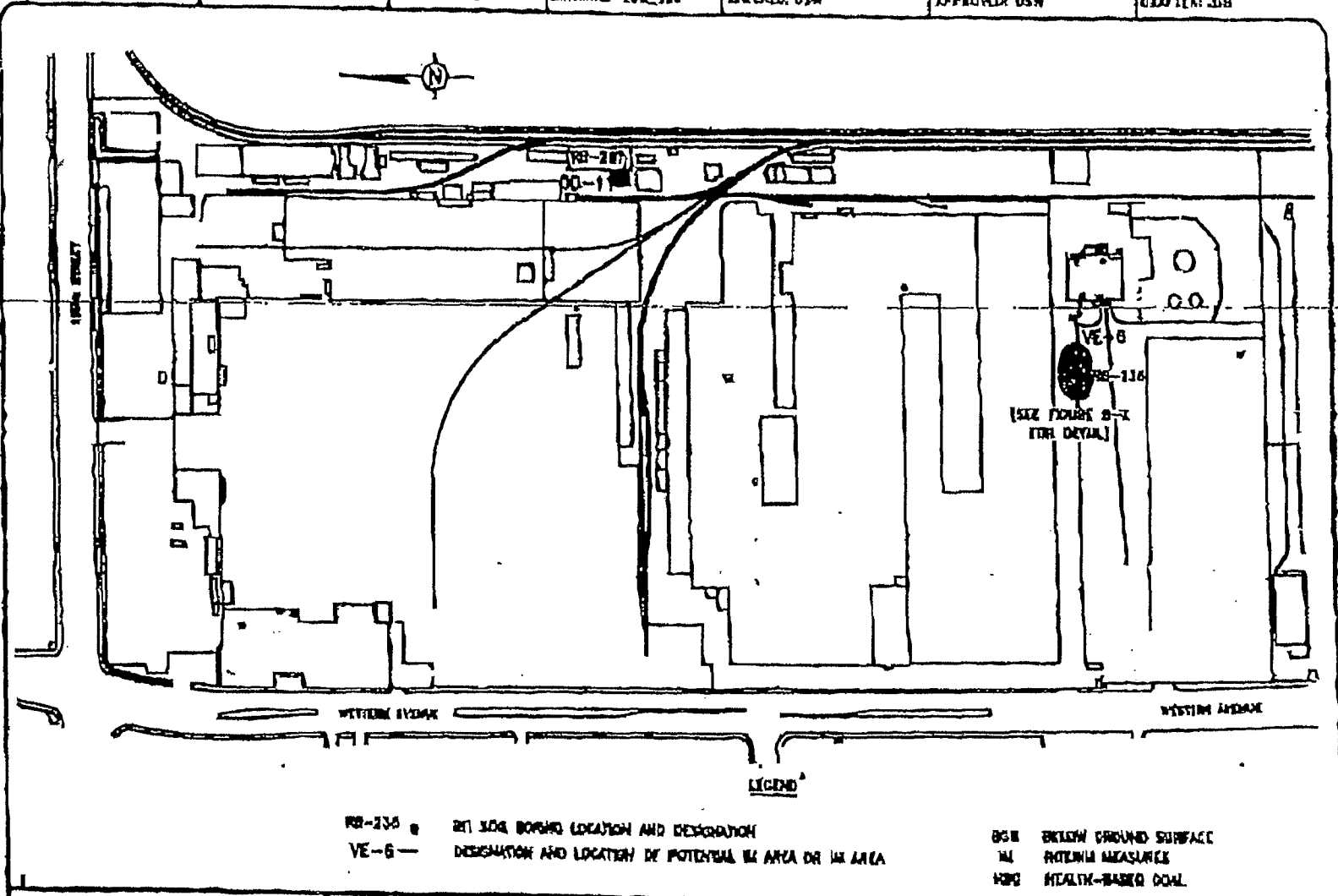
ft bgs Feet below ground surface

mg/kg Milligrams per kilogram

Note: Milligrams per kilogram = parts per million

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DWG DATE: 5 AUG 87 PROJECT NO: CAD211032 TALE NO: R124285 DRAWING: LOC_136 CHECKED: DSW APPROVED: DSW DESIGNED: DB



GERAGHTY & MILLER, INC.
 Environmental Services

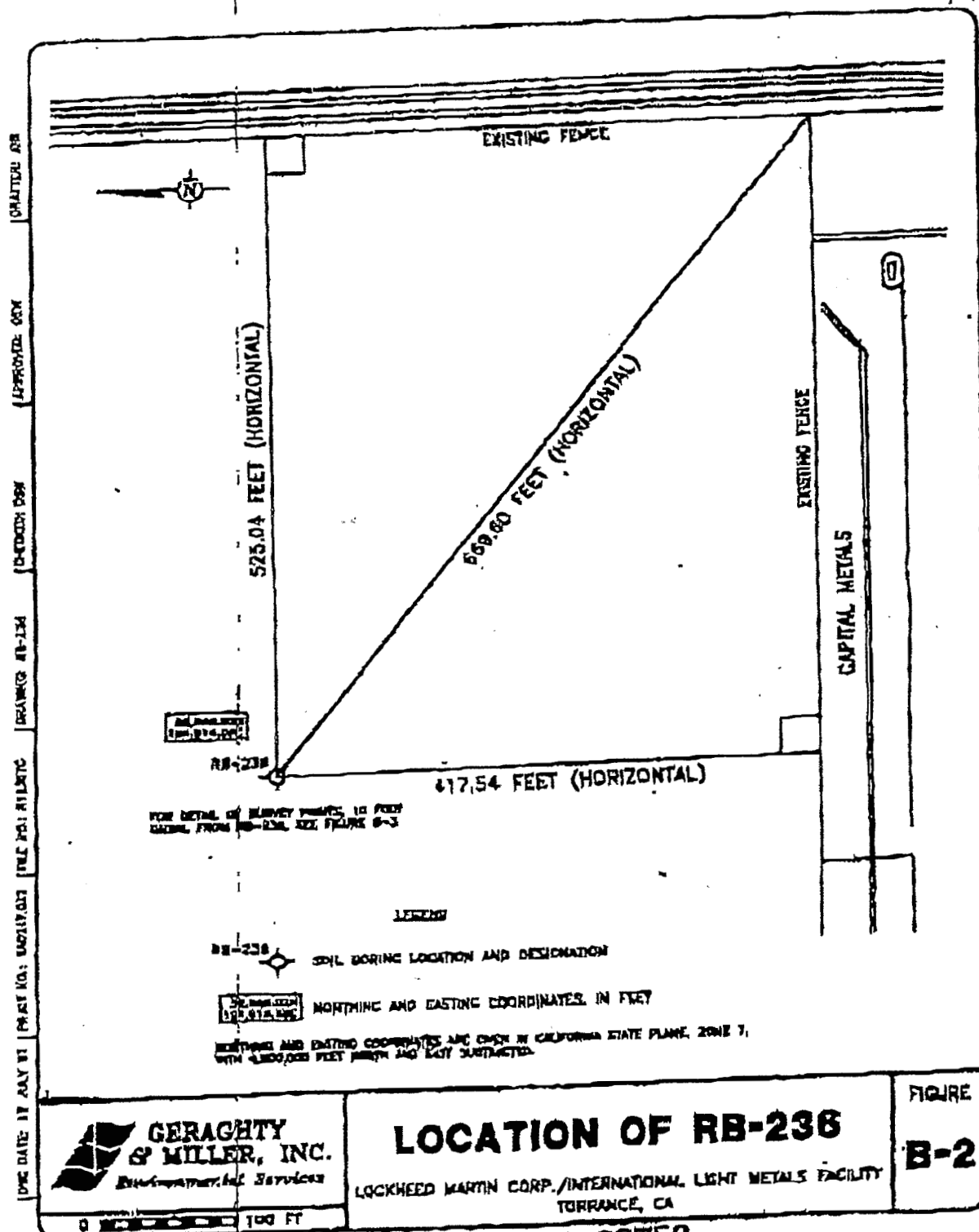
0 300 FT

**LOCATIONS OF RESIDUAL CONCENTRATIONS
 ABOVE HBQ₆ IN SOIL GREATER THAN
 10 FEET BGS IN MM AREAS**

LOCKHEED MARTIN CORP./INTERNATIONAL LIGHT METALS FACILITY
 TORRANCE, CA

FIGURE
B-1

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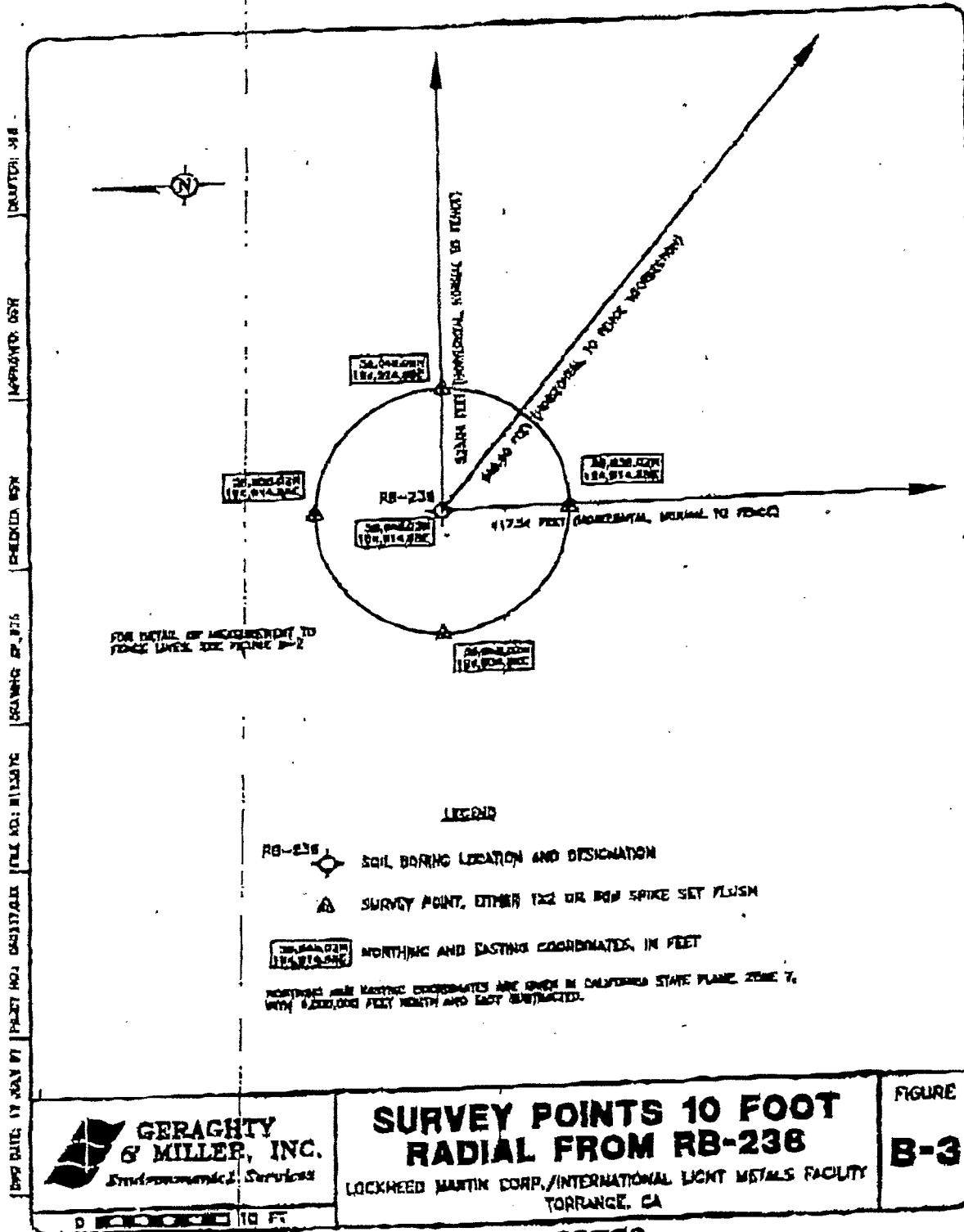


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REFERENCES

Geraghty & Miller, Inc. 1996. RCRA Facility Investigation Report, Martin Marietta Technologies, Inc., International Light Metals Division, 19200 South Western Avenue, Torrance, California, February 26, 1996.

Geraghty & Miller, Inc. 1996. Lockheed Martin Corporation, International Light Metals Division, Baseline Risk Assessment, March 22, 1996.

Geraghty & Miller, Inc. 1996. Interim Measures Completion Report for Soil, Lockheed Martin Corporation, International Light Metals Facility, Torrance, California, July 13, 1996.

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